The lessor looked to the assignee for the payment of the rent and recognized him as the tenant. That operated as a surrender. 24 Cyc., p. 1371; *Page* v. *Ellsworth,* 44 Barb. (N. Y.) 636. And since the guaranty was expressly limited to the default of H., it would seem that there was no room for dissent from the conclusion of the majority that no construction of the lease and guaranty together could extend the liability of the guarantor to the default of the assignee.

Husband and Wife—Contracts Between—Validity.—A state statute removed every disability that coverture had formerly imposed upon married women, so far as their separate property and earnings were concerned. A husband promised his wife a certain cooking stove if she would accompany his threshing outfit and do the cooking. In an action of replevin by the wife for the stove it was contended by defendant that as the husband was entitled to the domestic services of his wife, a contract to reward her for such services was void as being contrary to public policy. *Held,* a wife may contract for services to be performed by her for her husband in matters apart from her domestic duties as if she were a *feme sole. Tuttle* v. *Shutts* (1908), — Colo. —, 96 Pac. 260.

In behalf of the defendant it was contended that the husband was entitled to the services of the wife so far as the same relate to domestic affairs, and that under the testimony as presented the husband was entitled to such services. The court observes, without deciding this particular question, that the testimony offered in the case clearly discloses that the services performed by the wife for her husband were not of a domestic nature, but were services to be performed away from home. The statute involved in this decision is broader in its terms than those of many states where similar questions have been raised. In *Whitaker* v. *Whitaker,* 52 N. Y. 368, the right of a wife to recover against the husband's estate the amount of a promissory note given to her by him for performing outdoor services was denied. A wife cannot claim compensation for working in her husband's business, although she proves an express agreement to that effect. *In re Reuter Estate,* 5 Dem. Surr. 162. In *Coleman* v. *Burr,* 93 N. Y. 17, the wife had taken care of the paralytic mother of her husband upon his explicit promise to pay therefor; nevertheless she was denied the right of recovery. A wife cannot maintain an action against her husband for services as cook in his logging operations, and when in such action the fact of coverture appears the action must be dismissed. *Copp* v. *Copp et al,* — Me. —, 68 Atl. 458. An act enabling a married woman to contract in the same manner as if she were a *feme sole* does not enable her to contract with her husband. *Kniel* v. *Egleston,* 140 Mass. 202, 4 N. E. 573. The disability which coverture formerly imposed as to the right a wife had to contract with her husband has not been taken away by the married woman's acts. *Savage* v. *O'Neil,* 42 Barb. 374; *McCorkle* v. *Goldsmith,* 60 Mo. App. 475. As to the right of a wife contracting with her husband as to her separate estate, see *Benedict* v. *Driggs,* 34 Hun 94; *Fairbanks* v. *Mothersell,* 60 Barb.

406; *Kelley* v. *Case,* 18 Hun 472. Such a contract can be made as to property acquired by gift, grant, devise, inheritance or otherwise. *McLure* v. *Lancaster,* 24 S. C. 273.

INJUNCTION—SCOPE OF INJUNCTION RESTRAINING OPERATION OF FURNACE.—Complainants secured an injunction perpetually restraining defendants from so operating their furnaces as to cause the injuries described in the bill, viz., emitting ore dust, which destroyed trees and shrubberies, drove tenants from their houses, and practically confiscated their whole property. Defendants continued to operate their furnaces, trying all possible means to prevent the injuries complained of. The dust still escaped to a certain extent. Complainants now petition that the directors and officers of the defendant corporation be adjudged in contempt of court and that attachment be issued against them for failure to comply with the terms of the enjoining decree. *Held,* that the petition be refused. *Sullivan et ux.* v. *Jones & Laughlin Steel Co. et al.* (1908), — Pa. —, 70 Atl. 775.

MESTREZAT, J., in dissenting, said: "As the defendants are still causing their furnaces to be operated so as * * * to be emitted from them clouds of ore dust, * * * causing substantially the same kind of injury, though not as great in extent, they have been guilty of refusing to obey the decree of the court." The court refused to grant the petition because the acts complained of were not clearly within the inhibition of the injunction, saying no injunction would have issued had there been no other injuries than the ones objected to in the petition. The following cases accord in principle: *Celluloid Co.* v. *Collar & Cuff Co.,* 24 Fed. 585; *Woodruff* v. *Gravel Co. et al.,* 45 Fed. 129; *Verplank* v. *Hall,* 21 Mich. 470; *Porous Plaster Co.* v. *Seabury et al.,* 1 N. Y. Supp. 134. The majority opinion is most practical. The acts enjoined were such as brought exceptional injuries to complainants. These had ceased. The damage objected to in the petition was such as must come to all who choose to live in a manufacturing centre.

INSURANCE—EXCEPTED RISK—AUTOMOBILE INSURANCE.—An automobile was insured against fire by a policy containing the following exception: "This policy does not cover loss or damage caused by fire originating within the vehicle." The machine was accidentally run into a ditch of water in such a manner that one of its head lamps was just above the surface of the water. Gasoline leaked from the machine, and, spreading over the surface of the water, was ignited by the lamp and the machine destroyed by the fire that ensued. In an action on the policy, *held,* that the loss was within the excepted risk. *Preston* v. *Aetna Ins. Co.* (1908), — N. Y. —, 85 N. E. 1006.

When the terms of an insurance policy are so ambiguous that reasonably intelligent men are unable to agree as to their construction, there is a uniform rule of the law that they will be construed in favor of the insured. *Hoffman et al.* v. *Aetna Ins. Co.,* 32 N. Y. 405; *Wells, Fargo & Co.* v. *Insurance Co.,* 44 Cal. 397; *Kennedy* v. *Agricultural Insurance Co.,*